

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	709609450
THE BUYER:	UK Strategic Command Commercial
BUYER ADDRESS	MOD Abbey Wood, Cedar 2A, Bristol, BS34 8JH
THE SUPPLIER:	Deloitte LLP
SUPPLIER ADDRESS:	1 New Street Square, London, EC4A 3HQ
REGISTRATION NUMBER:	OC303675
DUNS NUMBER:	364807771
SID4GOV ID:	364807771

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated (date added at contract award).

It's issued under the Framework Contract with the reference number RM6187 for the provision of Future Defence Support Services (FDSS) Concept Development.

CALL-OFF LOT(S):

Lot 3 – Complex & Transformation

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by

the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

None.

Call-off start date: 02/04/2024

Call-off expiry date: 31/03/2025

Call-off initial period: 12 Months

Call-off Contract Value: £1,152,000.00 ex VAT

Call-off Optional Extension Period:

The Contract will include the following two option periods:

Option Period 1 – is for 3-month duration (total contract of 15 months) and of an amount which shall not exceed £314,250.00 ex-VAT (total contract value £1,466,250.00 ex-VAT). This options expires no later than 15 months after the Contract start date.

Option Period 2 – is for a further 3-month duration (total contract of 18 months) and of an amount which shall not exceed £314,250.00 ex-VAT (total contract value (£1,780,500.00 ex-VAT). This option expires no later than 18 months after the Contract start date.

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Security Aspect Letter requirements apply. Security aspects letter can be found in Annex 2.

Cyber Risk Profile

Contract name: FDSS-EA2

Risk Assessment Ref: RAR-112671732

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

125% of the Total Contract Value

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

The Supplier will issue electronic invoices when the Authority has accepted receipt of the deliverables detailed in Statement of Requirements. The Authority will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

Within this Contract, there are two distinct areas of pricing:

- a) The Core deliverables shall be subjected to a Firm Price.
- b) The Call-Off Requirements shall be subject to the Resource Rate Card contained in Annex (3) in the Contract Order Form. The rate card shall be fully inclusive of T&S, overheads and profit.

Milestone Payments will be paid in accordance with DEFCON 35. Milestone payments shall be subject to the Authorities Project manager approval following the Suppliers supporting evidence.

Buyer's invoice address

Invoices will be sent via CP&F.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Commercial Manager

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

UK Strategic Command Commercial MOD Abbey Wood, Cedar 2A, Bristol, BS34 8JH

Buyer's security policy

As referenced within and in accordance with Attachment 3 Statement of Requirement and Call Off and Joint Schedules.

Supplier's authorised representative

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Partner

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

1 New Street Square, London, EC4A 3HQ

Supplier's contract manager

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Engagement Manager

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

1 New Street Square, London, EC4A 3HQ

Progress report frequency

Monthly Progress Review Report (MPRR) - The Contractor shall submit a MPRR to be received by the Authority's Programme Lead(s) and Commercial Officer no later than the 5th business day of the month and in Office 0365. The MPRR report shall contain but not limited to:

- Progress/performance against the requirement, and
- Key risks/issues and mitigation summary.

The monthly progress report shall be used as evidence to allow payment in accordance with the milestone payment plan.

Progress meeting frequency

- a) Kick-Off meeting including a report on the current start state, contract milestones and projected end state for each serial shall be held within 5 working days of contract award.
- b) Monthly Progress Review Meetings (MPRM) - The Supplier shall host, chair and issue minutes of a monthly progress review within five business days immediately following the meeting. These meetings can be virtual or in person depending on prior agreement between the Authority and the Supplier. The

date for the initial meeting will be agreed at the project kick off meeting and the dates for subsequent meetings agreed during each MPRM. The MPRM shall be held before the 15th Calendar day of each month.

The monthly progress review meetings as a minimum shall discuss:

- An update on the Supplier's progress/performance against the requirement milestones and deliverables.
 - Identification of any risks to the delivery of the requirement and outline mitigation activity.
 - Answer any questions the Authority may have on regarding the requirement and contents of the Monthly Progress Report.
- c) Meetings, face to face, with the Head of Logistics Transformation (Logs Tx) at the start of the contract period and at intervals not to exceed a month thereafter.
- d) Weekly engagement (face to face or virtual) with the FDSS Team Leader.

Key staff

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Key subcontractor(s)

Squarcle Consulting LTD

Commercially sensitive information

Full Deloitte LLP Offer

Service credits

Not applicable.

Additional insurances

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements).

Guarantee

Not applicable

Buyer's environmental and social value policy

<https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature: (REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Name: (REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Role: Engagement Partner

Date: 03/04/2024

For and on behalf of the Buyer:

Signature: (REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Name: (REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Role: Commercial Manager

Date: 03/04/2024

Annex 1: Task Authorisation Form (TAF) Mechanism

The Contractor shall carry out additional tasks when authorised by a TAF at Part 1 to this Annex. The TAF procedure is as follows:

1. The Authority will issue the Contractor with a TAF Part 1 detailing the requirement and desired completion date.
2. Within no later than 5 business days (or as on a task by task basis formally agreed otherwise with the Authority) the Contractor shall provide the Authority with a completed TAF Part 2.
3. The Contractor shall engage with relevant stakeholders to determine the most likely course of action required to complete the requested work.
4. Pricing of tasks will be in accordance with the Project specific rate card at Annex D.
5. Within 5 business days of receipt of the TAF Part 2, the Authority will, following a review, issue a TAF Part 3 either authorising the Contractor to proceed or seek further clarification of the Contractor's quote.
6. Once authorised, the Contractor is responsible for liaising with all relevant stakeholders by the most appropriate means, and updating the progress report.
7. If the work cannot be completed by the 'Required Completion Date' stated in Part 1 of the TAF, the Contractor shall notify the Authority immediately with a full justification as to why the task cannot be completed and a revised completion date. The Authority shall then consider if the revised date requested is acceptable.
8. Once the Authority is content the work has been completed, they shall complete a TAF Part 4, and issue to the Contractor for them to invoice for the task.

Task Authorisation Form (TAF) Part 1 – Request for Quotation

Contract Number:		TAF Number:	
From:		To:	
The contractor is required to submit a Firm quotation, exclusive of VAT, for the work as detailed in the Task Statement of requirement specified below. Work shall not commence until authorised by the Project Manager, Finance Officer and Commercial Officer			
Task Statement of Requirement			
Required Completion date		Date Submitted	
Name:	Post:	Signature:	
Contact Details:	Email:		
	Telephone:		

TAF Part 2 – Contractor Firm Quotation

Contract Number:		TAF Number:	
From:		To:	
Work Breakdown Structure for Task			
a. Labour (identifying all grades, with description of work and total number of hours / days for each)			
Cost exclusive of VAT		£	
b. Subcontractor tasks (a full breakdown, with quotations attached as required)			
Cost exclusive of VAT		£	
Total Firm Price for this task (exclusive of VAT)		£	
<p>The quotation should provide sufficient information so the Authority can assess Value for Money. This quotation should be submitted to the Authorities Commercial officer within 5 working days of receipt or by such time as agreed with the Commercial Officer on a case by case basis.</p>			
Name:	Signature:		Date:

TAF Part 3 – Authority Task Authorisation

Contract Number:	TAF Number:
From:	To:

A. Project Manager

I certify that the costs quoted in the TAF Part 2 are commensurate with the work involved. I confirm that I have reviewed the Contract Finance/Spend Forecast, and there is sufficient finance on the Contract for this task and a requisition has been raised on CP&F for the price in PART 2.

Name:		Post:		Signature:		Date:	
Requisition Number:							

B. Finance Officer

I am content that the task is in accordance with the approvals for the Contract, I have reviewed the Contract Spend Forecast, and I shall review the requisition raised by the Project Manager.

Name:		Post:		Signature:		Date:	
VAT:		RAC:		Dept:		BLB:	

C. Commercial Officer

I am content with the breakdown of submitted prices and that the task is in accordance with Contract Terms and Conditions. I have checked the requisition and raised a purchase order on CP&F.

Name:		Post:		Signature:		Date:	
PO Number:							

D. Programme Director

Name:		Post:		Signature:		Date:	
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E. To the Contractor

*Please proceed with the work to the total cost of £() as quoted in PART 2 of this Tasking Authorisation Form. All work to be completed by (Date)

*Please provide a revised time/cost quotation for this Task

*Please amend the proposal as detailed

*Please take no further action.

***Delete as appropriate**

TAF PART 4 – Customer Confirmation of Task Completion

Contract Number:	TAF Number:
From:	To:

I confirm on behalf of the Authority that the agreed work associated with the above task number has been completed and delivered in line with the Contract terms and conditions and statement of work, and has been ratified by the necessary stakeholders. Where applicable, the Contractor has provided evidence of work acceptance (e.g. Worksheets signed off by an appropriate stakeholder).

Name:		Post:		Signature:		Date:	
					CP&F Receipt No:		

Annex 2: Security Aspects Letter

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Annex 3: Project Specific Rate Card

(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)